

EVANS
PRODUCTS COMPANY

Paul J. Graf
Group Attorney
Transportation Systems & Industrial Group

The East Tower
2550 Golf Road
Rolling Meadows, Illinois 60008

RECORDATION NO. 8833-F

SEP 27 1982-10 40 AM

INTERSTATE COMMERCE COMMISSION

Telephone 312/640-7000

SEP 27 1982-10 40 AM

September 15, 1982

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 8833-F

Filed 1426

No.

SEP 27 1982

Date

Fee \$ 60.00

ICC Washington, D. C.

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RECEIVED

Mrs. Mildred Lee
Secretary

Interstate Commerce Commission
Washington, DC 20423

SEP 27 1982-10 40 AM

INTERSTATE COMMERCE COMMISSION

Dear Mrs. Lee:

I have enclosed three originals and one copy of the documents described below to be recorded pursuant to Section 11303 of Title 49 U.S. Code.

The documents included are a Supplemental Agreement, Bill of Sale Reconveyance and Assignment of Lease secondary documents dated July 26, 1982.

The primary document to which these are connected is recorded under Recordation No. 8833. We request that this assignment be cross-indexed.

The names and addresses of the parties to the documents are as follows:

Mortgagor: Evans Railcar Leasing Company
2550 Golf Road
Rolling Meadows, IL 60008

Mortgagee: Girard Bank
Three Girard Plaza
Philadelphia, PA 19101

A description of the equipment covered by the documents follows:

Released Equipment: Thirteen 52'5" 70 ton insulated box cars - BCIT 800255, 800340, 800441, 800590, 800647; USLX 11916, 11951, 11988, 11854, 11868, FWD 750016, 750035, MRCX 144; AAR# B209.

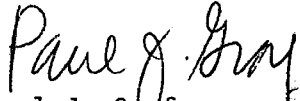
Substitute Equipment: Ten 21,000 gallon coiled and insulated tank cars; USLX 21727-21733 (inclusive); USLX 21735021737 (inclusive); AAR #T105.

A fee of \$30.00 is enclosed. Please return 2 originals and 1 copy not needed by the Commission for recordation to Paul J. Graf, Evans Products Company, 2550 Golf Road, Rolling Meadows, IL 60008.

A short summary of the documents to appear in the index follows:

Supplemental Agreement, Bill of Sale Reconveyance, and Assignment of Lease to Equipment Trust Agreement dated March 1, 1977, between Evans Railcar Leasing Company, 2550 Golf Road, Rolling Meadows, IL 60008, Mortgagor, and Girard Bank, Three Girard Plaza, Philadelphia, Pennsylvania 19101, Mortgagee, covering thirteen 52'5" 70 ton insulated box cars released equipment, and ten 21,000 gallon coiled and insulated tank cars substitute equipment to Railroad Equipment Security Agreement with Recordation Number 8833.

Very truly yours,


Paul J. Graf

PJG:sm

Enclosures

SEP 27 1982-10 40 AM


ASSIGNMENT OF LEASE INTERSTATE COMMERCE COMMISSION

WHEREAS, EVANS RAILCAR LEASING COMPANY, a corporation of the State of Illinois (hereinafter referred to as "Evans"), and Polychem Transportation Company(said lessee together with any party claiming by, through or under said lessee being hereinafter referred to as "Lessee"), have entered into a lease dated July 18, 1978 (said lease as may be amended from time to time being hereinafter called the "Lease"), providing for the lease by Evans to the Lessee of certain railroad cars therein described (hereinafter referred to as the "Cars"); and

WHEREAS, Girard Bank(hereinafter referred to as "Lender") is the mortgagee under a certain Railroad Equipment Security Agreement ("Security Agreement") dated as of March 1, 1977, securing the loan of certain monies to Evans evidenced by Evans' note and Evans has agreed to assign all of its right, title and interest in and to the Lease to Lender as additional security for the note all as set forth in the Security Agreement.

NOW, THEREFORE, for value received and upon the terms and conditions hereinafter set forth:

1. Evans does hereby sell, assign, transfer and set over the Lender all of its right, title and interest in and to the Lease, including the rentals and all other amount payable by the Lessee or any other person, firm or corporation with respect to the Cars or under the Lease, except that any amount so payable shall continue to be payable to Evans until and unless Lender or its successors or Evans shall notify the Lessee or any successor to its interest that an event of default has occurred under the terms and provisions of the Security Agreement and that payments are thereafter to be made to Lender, or its successors, Evans agreeing that Lender shall have, upon the occurrence of an event of default as aforesaid, the right and power to give any and all notices to Lessee in the name of Evans; and in furtherance of this Assignment and transfer, Evans does hereby authorize and empower Lender in the event of notice of a default as aforesaid, in its own name to sue for, collect, receive and enforce all payments to be made to Evans by Lessee with the terms and provisions of the Lease, to exercise all of the rights of Evans under any of the provisions of the Lease, and its discretion to take any action under the Lease or with respect to the Cars as Evans could have taken thereunder if it had not assigned and transferred its rights therein, provided that nothing herein shall obligate Lender to take any action under the Lease or in respect of the Cars.



2. Evans warrants and covenants (a) that on the date hereof title to the Cars and the Lease (subject to this Assignment and the rights of the Lessee under the Lease) is vested in Evans, that it has good and lawful right to sell and assign the same as provided in the Security Agreement and herein and that its right and title therein is free from all liens and encumbrances, subject, however, in each case to the rights of the Lessee under the Lease and to the rights of the assignee hereunder; and (b) that notwithstanding this Assignment, it will perform and comply with each and all of the covenants and conditions in the Lease set forth to be complied with by Evans and will defend and pay all costs, expenses and judgments incurred or suffered by it or Lender in any actions brought against Evans under the Lease by Lessee or in any actions brought by Lender pursuant to this Assignment. Evans will cause notice of this Assignment forthwith to be given to the Lessee (together with a copy of this Assignment).

3. Evans represents and warrants that the Lease has been duly authorized and executed by it and covenants that it will, from time to time, at the request of Lender, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as Lender may reasonably request to give effect to the provisions hereof and to confirm the right, title and interest hereby assigned and transferred to Lender or intended so to be.

4. So long as Evans is not in default under the Security Agreement, Evans shall have the right without the prior consent of Lender to terminate, modify or accept a surrender of and settle, adjust, compound and compromise any claim against any Lessee under any Lease or offer or agree to any termination, modification or surrender of and settle, adjust, compound and compromise any claim against any Lessee under the Lease.

5. Upon full discharge and satisfaction of all indebtedness secured by the Security Agreement, the assignment made hereby shall terminate and all estate, right, title and interest of Lender in and to the Lease shall cease and revert to Evans. Lender agrees that upon (i) satisfaction of the indebtedness as aforesaid, (ii) termination of the Lease in the manner herein permitted or (iii) the occurrences of the events specified in Section 2.2 and 2.3 of the Security Agreement which specifically provide for such release or reassignment, it will execute and deliver to Evans release or reassignment of its interest hereunder as Evans may request.

6. This Assignment shall be construed in accordance with and shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, Evans has caused this instrument to be executed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed, as of the 26th day of July 1982.

(CORPORATE SEAL)

ATTEST:

EVANS RAILCAR LEASING COMPANY


Thomas L. Schoenbeck
Assistant Secretary

By:


Vice President

ACCEPTED:

GIRARD BANK


By: 


Vice President

STATE OF PENNSYLVANIA

CITY AND COUNTY OF PHILADELPHIA

On this 7th day of SEPTEMBER, 1982, before me personally appeared H. E. IKELER, JR. and C. HROMYCH, to me personally known, who, being by me duly sworn, say that they are Vice President and Assistant Secretary, respectively, of GIRARD BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires:

4-22-85

Noreen Moderski
Notary Public

NOREEN MODERSKI NOTARY PUBLIC
PHILADELPHIA, PHILADELPHIA COUNTY
MY COMMISSION EXPIRES APR 22 1985
Member Pennsylvania Association of Notaries

STATE OF ILLINOIS

COUNTY OF COOK

On this 23rd day of August, 1982, before me personally appeared Paul R. Leak and Thomas L. Schoenbeck, to me personally known, who, being by me duly sworn, say that they are Vice President and Assistant Secretary, respectively of EVANS RAILCAR LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires:

2-4-85

Susan E. Muehlfeld
Notary Public

